CA104059

SHELBY COUNTY BOARD OF COMMISSIONERS
AGENDA ROUTE SHEET

Referred to Commission Committee (name) _____

For Commission Action on (date)_____

DESCRIPTION OF ITEM:
RESOLUTION TO APPROVE A CONTRACT EXTENSION WITH CASTO INFORMATION MANAGEMENT SYSTEMS INC., FOR INTEGRATED DOCUMENT MANAGEMENT SYSTEM FOR THE CRIMINAL COURT CLERK. SPONSORED BY COMMISSIONER CHISM.

CHECK ALL THAT APPLY BELOW:

___X___ This Action does NOT require expenditure of funds.

_____ This Item requires/approves expenditure of funds as follows (complete all that apply):
County General Funds: $_____: County CIP Funds: $_____

State Grant Funds: $_____: State Gas Tax Funds: $_____

Federal Grant Funds: $_____

Other funds (Specify source and amount): $_____

Other pass-thru funds (Specify source and amount): $ _____

Originating Department: ___CRIMINAL COURT CLERK_____

APPROVAL:

Dept. Head: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) (Date)

Elected Official: **William R. Key 545-5040** \ wrk \ 06/24/09
(Type your name & phone #.) (Initials) Date)

Division Director: _____ \ _____ \ _____
(Type your name & phone #.) (Initials) Date)

CIP – A&F Director: Mike Swift \ MAS \ 6/25/09
(Type your name & phone #.) (Initials) (Date)

Finance Dept.: Mike Swift \ MAS \ 6/25/09
(Type your name & phone #.) (Initials) (Date)
6-25-09

County Attorney : Lisa Kelly \ LK \ 6/25/09
(Type your name & phone #.) (Initials) Date)

James F. Huntzicker 545-4514

CAO/Mayor: **James F. Huntzicker** \ JFH \ 6/30/09
(Type your name & phone #.) (Initials) Date)

SUMMARY

I. Description of Item

RESOLUTION TO APPROVE A CONTRACT EXTENSION WITH CASTO INFORMATION MANAGEMENT SYSTEMS INC., FOR INTEGRATED DOCUMENT MANAGEMENT SYSTEM FOR THE CRIMINAL COURT CLERK. SPONSORED BY COMMISSIONER CHISM.

II. Source and Amount of Funding

FUNDING PREVIOUSLY PROVIDED FROM CIP.

III. Contract Items

A. Type of Contract - Document Management System

B. Terms - Consultant will submit monthly invoices

IV. Additional Information Relevant to Approval of this Item

Exercising one of five consecutive one-year options to renew

Item #_____

Prepared by: William R. Key, Clerk

Approved by: _____
County Attorney

RESOLUTION TO APPROVE A CONTRACT EXTENSION WITH CASTO INFORMATION MANAGEMENT SYSTEMS INC., FOR INTEGRATED DOCUMENT MANAGEMENT SYSTEM FOR THE CRIMINAL COURT CLERK. SPONSORED BY COMMISSIONER CHISM

WHEREAS, The Office of the Criminal Court Clerk has an ongoing need for document management consulting services, software, documentation, training and hardware for the purpose of providing document management automation for various aspects of the operations of the Criminal Courts; and

WHEREAS, The Office of the Criminal Court Clerk previously entered into an Agreement dated October 15, 2004, with Casto Information Management Systems for document management consulting services, software, documentation, training and hardware for document management automation in the Criminal Court Clerk's Office; and

WHEREAS, Said Agreement was for an initial term from October 15, 2004 through June 30, 2005 with the option to renew for five (5) additional one-year periods, upon mutual written consent of the parties; and

WHEREAS, the parties most recently amended the Agreement by written instrument on June 16, 2008, exercising one of five (5) consecutive one-year options to renew; and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for an additional one-year period, beginning July 1, 2009, and continuing through June 30, 2010; and

WHEREAS, Funds in the amount of $282,900.00 have previously been encumbered in FY2007-2008 CIP Project number 101737 Criminal Court Clerk Integrated Document Management System and funds from this encumbrance remain available for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, That the contract Amendment to renew for the period of July 1, 2009 through June 30, 2010 for consulting services from Casto Information Management Systems Inc. is hereby approved.

BE IT FURTHER RESOLVED, That the County Mayor is hereby authorized to execute the contract on behalf of Shelby County Government an executed copy of which is to be placed on file in the Purchasing Department.

_____
A.C. Wharton
County Mayor

Date: _____

Attest:

ADOPTED: _____

_____
Clerk of County Commission

MEMORANDUM

May 18, 2009

TO: Shelby County Board of Commissioners

FROM: The Technology Coordination Office (TCO)

SUBJ: Contract Renewal for Criminal Court Clerk Document Management Services

In June of 2008, the Board of Commissioners approved $282,900 in CIP funds for the completion of development work for document management enhancements and new applications development in the Criminal Court Clerk's office. (Attached is the TCO opinion recommending that expenditure.)

During FY2009, there were delays in project implementation due to the short-term unavailability of both the vendor representative (Casto Information Management Systems, Inc.) and Shelby County personnel. This has pushed full implementation into FY2010, thereby requiring an extension to the contract. The estimated completion date for two key components of the project (Grand Jury automation and e-log applications) is six months from contract execution. The remaining components will be accomplished prior to the end of the fiscal year.

NO ADDITIONAL FUNDS ARE BEING REQUESTED.

The TCO has monitored the progress of project deliverables and is satisfied that project goals are being achieved and estimated cost saving will be fully realized. We therefore **RECOMMEND** the contract extension be approved.

Marc Johnson
for the Technology Coordination Office

TECHNOLOGY COORDINATION OFFICE

Review and Opinion Regarding the Proposed Contract Renewal for Document Management Services - Criminal Court Clerk's Office
June 2, 2008

SPONSOR: Jack Applegate
Manager – Information Services
Criminal Court Clerk's Office
(901) 545-5024

Cost Summary:	**C.I.P.**
FY 2008	**$ 282,900**

FY 2008 Budget Impact	
Budgeted?	**YES**

VENDOR: Casto Information Management Systems, Inc.

This proposal is to renew the existing contract directed at the creation of an integrated document management system. Total three-year project cost, including $540,600 approved for phases 1 & 2, is $823,500.

OVERVIEW:

In October of 2004, the Criminal Court Clerk Office entered into a contract with Casto Information Management Systems, Inc. (hereinafter 'CIMS') for consulting and software development services, as well as the purchase of related hardware and software, which encompassed a broad array of document management projects. The agreement allowed for five one-year renewals, subject to funding and mutual agreement of both parties. The project was to be completed in three phases. Expenditures to date have been primarily for hardware purchases (scanners and desktop computers) and software licenses. Much of the requested additional funding will be for development costs.

OPINION: RECOMMENDED

BUSINESS NEED:

The Criminal Court Clerk is the keeper of records for all State Criminal Court cases in Shelby County which involves extensive paperwork to report filings and dispositions to numerous state, county and federal criminal justice agencies. The development and implementation of document management and workflow software is essential to workforce productivity and the ability to respond to growing business process demands. Automated forms, scanning and other workflow tools are directed, ultimately, at manpower reductions through incremental productivity and process improvements. There is no viable near-term alternative to continuation and completion of this project via the renewal of the contract for one additional year.

Of particular interest is the Grand Jury automation project component, which will automate and randomly assign cases to the ten divisions of Criminal Court. This will protect the Criminal Court Clerk in the processing of Not In Custody (sealed) Indictments. The current manual assignment of cases results in foreknowledge of the warrant to be issued, which has occasioned lawsuits filed against the Criminal Court Clerk's office. Automation will significantly reduce potential exposure to such lawsuits in the future.

VALUE FOR THE FINANCIAL OUTLAY:

Productivity saving resulting from project implementation to date have been demonstrated. As one example, the manually intensive function of generating court minutes has been automated and the before-and-after results closely monitored. Clerk hours freed for the performance of other duties translate to ongoing savings of $45,000 annually. Criminal Court Clerk management states that progress to date in developing e-log applications has yielded a significant reduction in man-hours associated with locating, copying, logging, boxing, and labeling functions, as well as postage costs, that have enabled the elimination of five deputy clerk positions over the past three years. This equates to an annual savings of approximately $200,000. (The planned e-log web interface should yield similar productivity benefits.)

The Technology Coordination Office (TCO) believes these savings estimates to be credible and in line with industry wide results from the implementation of office automation and document management systems.

DUE DILIGENCE:

TCO has carefully reviewed the detailed project plan with sponsoring management to ensure these development efforts do not preclude nor materially add to the cost of potential County-wide document management recommendations that may result from the IT enterprise panning that is currently underway. A vendor-developed web service layer around JSS can be reused if the County implements an alternative case management system to replace JSS will mitigate any such risks.

STRATEGIC FIT:

Continuing use of outside consulting services for the County-wide document management development and support is consistent with near-term strategy. The TCO will continue to assess the potential for cost effective alternatives on a project-by-project basis as a long range IT strategy continues to take shape.

INFORMATION SECURITY CONSIDERATIONS:

The vendor is well-established, with a record of productive working relationships with the County. The contract with this vendor clearly enforces a due-care requirement to maintain the confidentiality and security of data. As such, risks of this type appear to be managed adequately, provided the Criminal Court Clerk office adheres to standard security 'best practices' to maintain and monitor its security.

Marc Johnson
for the Technology Coordination Office

GRATUITY DISCLOSURE FORM

Shelby County Ethics Commission

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. **NAME**

   Ron Casto

2. **DATE OF GRATUITY**

   N/A

3. **NATURE AND PURPOSE OF THE GRATUITY**

   N/A

4. **NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY**

   N/A

5. **NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

6. **ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY**

   N/A

7. DESCRIPTION OF THE GRATUITY

N/A

8. COST OF THE GRATUITY (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

N/A

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Ron Casto
Signature

4/30/2008
Date

Ron Casto
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.

Client#: 27503 38CIMSINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/09

PRODUCER
J Smith Lanier & Co-Huntsville
P. O. Box 6087
Huntsville, AL 35813-0087
256 890-9000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
CIMS, Inc.
P O Box 14097
Huntsville, AL 35815

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	21SBAUG9857	09/23/08	09/23/09	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	21SBAUG9857	09/23/08	09/23/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	21WECLO4876	09/23/08	09/23/09	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
A		OTHER E&O Liabilit	21SBAUG9857	09/23/08	09/23/09	$1,000,000/$2,000,000 $5,000. ded. Claims Made form	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

30 days notice of cancellation is given except for non-payment of premium which remains at 10 days.

CERTIFICATE HOLDER

Shelby County Criminal Court
Attn: Jack Applegate
201 Poplar Ave., Room 401
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SCB

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Amendment to Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____day of _____, 2009, by and between SHELBY COUNTY GOVERNMENT (hereinafter "COUNTY") and CASTO INFORMATION MANAGEMENT SYSTEMS, INCORPORATED (hereinafter "CIMS").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement") dated October 15, 2004, for document management consulting services, software, documentation, training and hardware for document management automation in the Criminal Court Clerk's Office; and

WHEREAS, said Agreement was for an initial term from October 15, 2004 through June 30, 2005 with the option to renew for five (5) additional one-year periods, upon mutual written consent of the parties; and

WHEREAS, the parties most recently amended the Agreement by written instrument on June 16, 2008, exercising one of five (5) consecutive one-year options to renew; and

WHEREAS, the parties now desire to enter into this Amendment to renew the Agreement for an additional one-year period, beginning July 1, 2009, and continuing through June 30, 2010.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby amended to renew said Agreement for the period beginning July 1, 2009, to June 30, 2010.
2. Except as amended, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____, 2009.

APPROVED AS TO FORM AND LEGALITY:

_____
Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

_____
A C WHARTON, JR.
MAYOR

CASTO INFORMATION MANAGEMENT SYSTEMS

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the _____, the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as _____.

WITNESS my hand and official seal at office this _____ day of _____, 2008.

_____
Notary Public

My Commission Expires: _____